



Plattsburgh, New York

Keith A. Herkalo
City Clerk

4/25 Agenda
Office of the City Clerk
41 City Hall Place
Plattsburgh, New York 12901
518 - 563-7702
Fax: 518 - 563-3645

To: Mayor/Common Council

Fm: City Clerk

Subj: Information Booth Lease

Three lease proposals were received; the most advantageous for the City is that from "Smooth Moves" who have offered \$1,800 plus 5% of total sales above \$15,000 for the 2013 season.

The lease terms provide for the lease holder's option of extending up to two additional seasons with base lease fee adjustments indexed to previous year's Consumer Price Index.

I recommend that the Mayor be authorized to enter into a lease agreement (attached).

CITY OF PLATTSBURGH

BID TITLE:

Information Booth Pass

BID OPENING DATE:

4-5-13

[illegible]

LICENSE AGREEMENT – VISITOR INFORMATION BOOTH

THIS AGREEMENT is made this ___ day of ___, 2013 by and between THE CITY OF PLATTSBURGH, a municipal corporation with offices at City Hall, 41 City Hall Place, Plattsburgh, NY (hereinafter “City”) and Joseph Kovacs d.b.a. “Smooth Moves” whose address is 4 Broad St. Plattsburgh, NY (hereinafter “Licensee”).

In consideration for the mutual exchange of promises set forth herein, the City grants a license to the Licensee to use the herein described premises to vend as described herein and as proposed in the Licensee’s proposal dated 4/2/2013 made a part hereof:

Part 1. Licensed Premises/Rights in Sales. The City grants the Licensee the right to occupy the Visitor Information Booth located and certain surrounding public grounds located adjacent to the MacDonough Monument on City Hall Place for the purposes proposed. Licensee has the right to erect signage identifying the Licensee’s business in locations to be designated by the City, and in a number, size, and style subject to the City’s approval; sign permit fee is waived.

Licensee’s sales shall be as proposed and agreed to by the City. Health department certification/approvals (if applicable) are the responsibility of the Licensee. The sale and/or distribution of alcoholic beverages on or from the premises is prohibited.

Part 2. License Terms: This license shall commence on May 1, 2013 and terminate on September 30, 2013, with an option to lease for two consecutive seasonal terms commencing on May 1 and ending September 30 for the respective terms 2014 and 2015. Written notice of intent to exercise the subsequent seasonal term options must be given to the Office of the Mayor with a copy to the City Clerk on or before March 1 in advance of the respective term. Upon the expiration of this license, Licensee shall return the premises to the City in as good a condition as when received, normal wear and tear excepted.

Part 3. Payment of License Fee: Licensee agrees to pay the City a base License Fee of one thousand eight hundred dollars (\$1800.00) and five percent (5%) of total seasonal sales over \$15,000 for the first term payable in advance in two equal installments due May 1, 2010 and July 15, 2010. Within one month of the conclusion of the season, a sworn and notarized statement of seasonal sales shall be delivered to the City with any additional license fee; the City reserves the right to audit sales records. The base License Fee for successive terms shall be the previous term’s base fee increased by five percent (5%) or the cost of living for the previous term rounded to the next whole percent, (based on the U.S. Dept. of Labor’s composite Consumer Price Index – Urban) whichever is less; said fee rounded up to the next whole dollar. For each successive seasonal term option, payments shall be in the same manner as the original season’s license terms with CPI-U adjustment and additional license fee, if applicable. Any payment not made when due shall bear interest at the rate of eighteen percent (18%) per annum until paid.

Part 4. Insurance Requirements/Hold Harmless: Licensee shall obtain insurance for the term/s of this license in accordance with the City’s current insurance requirements upon the start of each term. An insurance certificate shall be delivered to the City wherein the City shall be named as an additional insured. The Licensee herewith indemnifies and saves harmless the City or its representatives from and against all losses and all claims, demands, suits, actions, payments and judgements arising from bodily injury, personal injury, property damage or otherwise brought or

recovered against the City or its representatives by reason of any act or omission of the Licensee, its agents, servants or employees with respect to this License, including any and all expenses, legal or otherwise, incurred by the City or its representatives in the defense of any claim or suit.

PART 5. Licensee Improvements to Licensed Premises. Licensee improvements may be permitted upon approval from the City and at the sole expense of the Licensee; improvements remain the property of the City of Plattsburgh

Licensee agrees that the City shall have the right to review and approve the plans and specifications for such improvements before they are made for the purpose of determining whether such improvements are in compliance with NYS building code and in the City's sole interpretation, are aesthetically appropriate.

PART 6. Utilities. The Licensee assumes responsibility for the initiation and payment of electric services provided to the licensed premises. The City shall provide water and sewer services to the licensed premises.

PART 7. Refuse and Trash. Licensee shall keep the licensed premises and an area 10 feet surrounding the licensed premises free of all trash and debris. Licensee shall provide clean, covered trash receptacles for use by customers, which receptacles shall be emptied not less than once a day. Licensee shall pay the cost of removing all trash from the premises. All trash or refuse shall be removed not less often than 3 times per week. If licensee should fail to maintain the premises in a neat and clean condition, or to remove trash as frequently as agreed, the City may provide such services and bill the Licensee for the reasonable cost of such services, which sum the Licensee agrees to pay within 3 days of receipt of such bill.

PART 8. Use of Sound Making Devices. Licensee shall not use sound amplifying devices to attract customers to his business.

PART 9. Equal Employment Opportunity. Licensee shall comply with all state and federal regulations regarding non-discrimination in employment and service of customers.

PART 10. Default/Damages. In the event of a material breach of this Agreement by either party, either party shall have the right to terminate this Agreement on 72 hours notice to the other. Notice may be given in writing by first class mail addressed to the other party at the address listed above. The breaching party shall have 72 hours to cure the default. A breach of any material term of this Agreement shall constitute an event of default, including, but not limited to, the Licensee's failure to pay the license fee when due, or failure to operate the business during the agreed upon hours of operation.

In the event of default and termination of this Agreement, the Licensee shall remain liable for the base license fee for the entire term (not including any remaining "optional" terms). Within one month of a default or termination, a sworn and notarized statement of seasonal sales shall be delivered to the City with any additional license fee due; the City reserves the right to audit sales records. The City shall be under no obligation to re-let or re-license the premises for the remainder of the license term (not including the "option" term). If at the time of default there is any unpaid license fee due or to become due, the City shall have the right to take possession of the licensed premises and any equipment or inventory on the premises as security, sell same in a commercially reasonable manner, and apply the sales proceeds to any balance due the City.

If the City initiates any legal action or proceeding to regain possession of the premises or collect any amount due the City, in addition to any sums due the City, the Licensee shall be liable for the payment of the City's reasonable attorneys' fees.

PART 11. Miscellaneous. In the event the information booth shall be damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall prevent the City from the performance of its obligations under the terms of this Agreement, any obligation accrued by the Licensee shall be due to the point of abatement. The Licensee waives any claims for damages or compensation should this Agreement be so interrupted.

The Licensee agrees to distribute any City-provided informational brochures

The Licensee's operation shall conform to all applicable ordinances and statutes of the City of Plattsburgh, County of Clinton, State of New York and United States Government.

Part 12. Entire Agreement. This Agreement is the parties' entire agreement may not be assigned to any other party. No provision of this Agreement shall be waived or altered except by written endorsement hereon attached and signed by the City and the Licensee.

The invalidity of any particular clause, provision, covenant herein shall not invalidate the remainder of this Agreement but the same shall be and remain valid in all respects as fully as the law permits.

This Agreement shall bind all persons employed or bound by agreement, expressed or implied, under parties hereto in whatsoever character or capacity, as fully as if they were in every instance herein named.

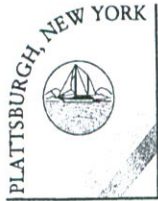
IN WITNESS WHEREOF, this Agreement has been made as of the day and year first written above.

CITY OF PLATTSBURGH

By: _____
Donald M. Kasprzak, Mayor


LICENSEE

By: _____
Joseph Kovacs, d.b.a "Smooth Moves"



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor Donald M. Kasprzak
FROM: William J. Treacy, P.E., Manager 
RE: Unpaid Final Bill Account Write-off
DATE: April 16, 2013

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from ***February 1, 2012 to February 28, 2012.*** The amount of the write-off will be \$5,129.57. The percentage of write-offs for this period is .25%.

Sales for this time period were \$2,016,118.98.

Payments on final accounts for this time period were \$4,232.05.

This write-off of unpaid bills represents 27 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to \$50.00 – 8 customers
\$50.01 to \$100.00 – 3 customers
\$100.01 to \$150.00 – 3 customers
\$150.01 to \$200.00 – 4 customers
\$200.01 to \$250.00 – 3 customers
\$250.01 to \$350.00 - 1 customers
\$400.00 to \$450.00 – 2 customers
\$524.38 – 1 customer
\$643.70 – 1 customer
\$667.33 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Final Bill Account Write-off



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

April 16, 2013

To: Mayor Donald M. Kasprzak
From: Bill Treacy, Manager
Subject: Permission to Issue Bid Proposal

The Plattsburgh Municipal Lighting Department respectfully requests permission from the Common Council to advertise for sealed bid for:

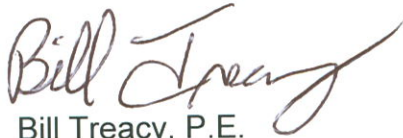
PMLD BID NO. 2013 - 5- 1

Purchase Revenue Electric Meters

BID OPENING DATE: May 21, 2013 AT 11: 00 AM

We propose that this bid be received under PMLD Bid No. 2013 - 5 - 1, prior to 11:00 a.m., local time, on the date shown above, then publicly opened and read in the Common Council Chambers.

Respectfully submitted,


Bill Treacy, P.E.
Manager

cc:

Keith Herkalo, City Clerk
Councilor Jackson, PMLD Liaison
Kelly Clookey, MLD Finance Director
Bid 2013-5-1 File



Plattsburgh, New York

Community Development Office
41 City Hall Place
Plattsburgh, New York 12901-2936
518-563-7642
Fax: 518-563-4208
hartmannm@cityofplattsburgh-ny.gov

Memorandum

To: City of Plattsburgh Common Council

From: Office of Community Development

Date: April 15, 2013

Re: Subordination Agreement

We hereby request that the Council authorize the Mayor to sign a subordination agreement for property located at 73 Miller St and owned by Deborah L. Colson.

The property is the site of a rehabilitation project that involved the use of Federal CDBG and HCR Funds for the homeownership program. The owner is reducing the term of mortgage and the interest rate from 30/6.0% to 20/3.55%. There is no cash out in this transaction. All applicable City guidelines have been met.

Thank you for your consideration.



Plattsburgh, New York

Community Development Office
41 City Hall Place
Plattsburgh, New York 12901-2936
518-563-7642
Fax: 518-563-4208
hartmannm@cityofplattsburgh-ny.gov

Memorandum

To: City of Plattsburgh Common Council

From: Office of Community Development

Date: April 18, 2013

Re: Subordination Agreement

We hereby request that the Council authorize the Mayor to sign a subordination agreement for property located at 53 Johnson Avenue owned by Tina Mitchell Midgett.

The property is the site of a rehabilitation project that involved the use of 2000 Federal CDBG funds through the NYS Office of Community Renewal for the homeownership program. The owner is reducing the term of mortgage and the interest rate from 30/6.5% to 20/4.375%. There is no cash out in this transaction. All applicable City guidelines have been met.

Thank you for your consideration.

04/19/2013

Mayor Donald Kasprzak
City Hall Place
Plattsburgh, NY 12901

Mayor Kasprzak-

I am writing to request permission from the City of Plattsburgh to close down part of Trafalgar Drive on June 29th 2013, from 11 AM to 7 PM. The purpose of this would be to have a safe area to host a block party. Currently, over 20 families have expressed an interest in attending what will now be our fourth annual block party.

The area marked off would inconvenience a total of 12 homes for the time mentioned above. I have personally notified all of these homeowners of this. Access will be limited but the street will still be passable for residents and emergency vehicles. I will also ensure that appropriate City Departments will be notified.

Thank You,

Seth Silver





MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

William J. Treacy, P.E.
Manager

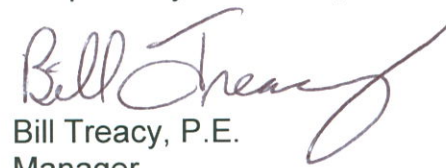
6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

April 15, 2013

To: Mayor Donald M. Kasprzak
From: Bill Treacy, Manager
Subject: Request from Chief Sabo, SUNY Plattsburgh

MLD requests on behalf of Chief Sabo, SUNY Plattsburgh, that the traffic light on Rugar Street by Leonard Avenue be placed on flashing yellow mode from Friday afternoon, May 17, 2013 until Monday morning May 20, 2013. May 18th is SUNY graduation at the Field House and placing the light on flashing yellow will help facilitate traffic departing the Field House after the ceremonies.

Respectfully submitted,



Bill Treacy, P.E.
Manager

cc: Councilor Jackson, PMLD Liaison



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

April 23, 2013

Mayor Donald Kasprzak
And
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Dennis Avenue Improvements;
Prospect Avenue – Ollivetti Place,"
Contract #2013-02**

Dear Mayor Kasprzak & Common Council:

We received and opened bids on Tuesday, April 23, 2013 for Contract #2013-02, "Dennis Avenue Improvements, Prospect Avenue – Ollivetti Place." A bid tabulation is attached for reference.

I have reviewed the bids and find they conform to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Steven E. Fuller Excavating, Inc., 8 Chesterfield Street, Keeseville, NY 12944** for the lump sum price of **\$114,750.00.**

Sufficient funding is available from Capital Project H5110.40, "2013 Street Resurfacing."

Very truly yours,

Kevin R. Farrington, P.E.
City Engineer

/dn

Attach.(1)

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Brown/Dave Lessor

CITY OF PLATTSBURGH

BID TITLE: Demolition Improvements 2013-02 BID OPENING DATE: 4/23/13 10:30A

[illegible]



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

April 23, 2013

Mayor Donald Kasprzak
and
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"2013 City Street Paving,"
Contract #2013-06**

Dear Mayor Kasprzak & Councilors:

We received and opened bids on Tuesday, April 9, 2013, for Contract# 2013-06, "2013 City Street Paving, Leonard Avenue, Rugar Street – Dennis Avenue, and Dennis Avenue, Tremblay Avenue – Prospect Avenue." A bid tabulation is attached for reference.

I have reviewed the bids and find they conform to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Noel J. Brunell & Son Inc., 4019 Route 22, Plattsburgh, NY 12901,** for the unit prices quoted and total estimated cost of **\$60,896.10.**

Sufficient funding is available in Capital Project **H5110.40 "2013 Street Resurfacing"** Capital Project.

Very truly yours,

Kevin R. Farrington, P.E.
City Engineer

/dn

Attach.(1)

CC: City Clerk
City Chamberlain
Mike Brodi, Supt. Public Works

BID TITLE: 2013-06 City Street Naming.

4/9/13 10³⁴

601896.10



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

April 23, 2013

Mayor Donald Kasprzak
And
Members of the Common Council
41 City Hall Place
Plattsburgh, N.Y. 12901

**REF: Recommendation of Award for
"Painted Pavement Markings;"
Contract #2013-11**

Dear Mayor Kasprzak & Common Council:

We received and opened bids on Tuesday, April 23, 2013 for Contract #2013-11, "Painted Pavement Markings." A bid tabulation is attached for reference.

I have reviewed the bids and find they conform to the specified requirements. Therefore, I recommend that a contract be awarded to, **"Straight Line Industries Inc., 5 Arrowhead Lane, Cohoes, NY 12047** for the unit prices quoted and total estimated cost of **\$53,220.00.**

Sufficient funding is available from the Public Works Contracted Services Budget.

Very truly yours,

Kevin R. Farrington, P.E.
City Engineer

/dn

Attach.(1)

CC: City Clerk
City Chamberlain
Public Works Dept.
Dave Brown/Dave Lessor

CITY OF PLATTSMURGH

BID TITLE:

2013-11 Beta Research Meeting

104m

OPENING DATE:

23 Apr 13

[illegible]